

CONTRACT

For

SPECIFIC AIRPORT MARKETING SERVICES

between

WICHITA AIRPORT AUTHORITY

And

GRETEMAN GROUP, Inc.

THIS CONTRACT, made this 1st day of March, 2016 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, a municipality created by Kansas Statute and Wichita Home Rule Ordinance ("AIRPORT"), and GRETEMAN GROUP, Inc., a Kansas for-profit corporation ("CONTRACTOR").

WITNESSETH: That,

WHEREAS the AIRPORT is engaged in the operation of Wichita Dwight D. Eisenhower National Airport; and whereas it is the desire of both parties that the CONTRACTOR furnish certain marketing services (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and,

WHEREAS this Agreement and all subcontractor agreements shall be governed by the laws of the State of Kansas, and,

WHEREAS, the AIRPORT is authorized to employ a contractor to provide specific marketing services necessary to implement the Airport's marketing initiatives.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

- A. The Scope of Services to be performed by the CONTRACTOR, are outlined in EXHIBIT A.

ARTICLE II – THE CONTRACTOR AGREES:

- A. To provide the professional services, equipment, and materials to perform the tasks as outlined in EXHIBIT A - Scope of Services.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications. The person to be designated as project manager shall be indicated in the submitted Proposal. CONTRACTOR shall not change the project manager without approval of the AIRPORT. Any replacement for the CONTRACTOR's project manager shall be at least as qualified for the work as the person being replaced.
- C. To provide AIRPORT with the deliverables requested in accordance with the agreed upon timeframe.
- D. To be responsible for the professional and technical accuracy of all deliverables furnished under this Agreement.
- E. To save and hold AIRPORT harmless against all suits, claims, damages, fines and losses for injuries to third parties or their property or to the AIRPORT and its property and for any other legal or regulatory liability arising from or caused by negligent acts, errors or omissions of CONTRACTOR, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- F. To maintain all books, documents, presentations, creative files, media files, graphic files, studies, accounting records, records of vendors and suppliers, and to

make such materials available at the CONTRACTOR'S office at reasonable times during the contract period and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the AIRPORT or authorized representatives.

- G. To complete and deliver each task to the AIRPORT within the times agreed upon for the individual tasks; except that the CONTRACTOR shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the AIRPORT or other agencies, or for other unavoidable delays beyond the control of the CONTRACTOR.
- H. It further agrees, covenants and represents the Services furnished by CONTRACTOR, its agents, employees and subcontractors under this Agreement shall be free from negligent errors or omissions.
- I. To not, on the grounds of race, color, sex, national origin, age, handicap, disability, ancestry, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONTRACTOR, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discrimination prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The AIRPORT reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.
- J. It will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONTRACTOR assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONTRACTOR

assures that it will require that their covered sub-organizations provide assurances to the AIRPORT that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

- K. The CONTRACTOR agrees the AIRPORT shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Contract to be awarded herein between the two parties shall be null and void.
- L. To accept compensation for the work herein described in such amounts and at such periods hereinafter provided and that such compensation shall be satisfactory and sufficient payment for work performed, equipment or materials used and services rendered in connection with such authorized work.
- M. During the term of this agreement, CONTRACTOR will not accept projects or render services to direct competitors of the AIRPORT without written permission.
- N. CONTRACTOR agrees to treat all information that is provided in order to perform services, such as business affairs, property, methods of operation, techniques, processes, formulas or other data as confidential information.

ARTICLE III - INSURANCE

- A. CONTRACTOR agrees to procure and maintain such professional liability insurance as will protect the CONTRACTOR from damages resulting from negligent acts and/or omissions of the CONTRACTOR, its agents, officers, employees and subcontractors in an amount not less than \$500,000 per claim, and further agrees to maintain coverage for three years after date of final payment under the Agreement, subject to deductible of the greater of \$10,000 or such amount that the CONTRACTOR can demonstrate to AIRPORT'S satisfaction is financially prudent. The CONTRACTOR shall be responsible for payment of all deductible amounts without reimbursement by AIRPORT.

- B. CONTRACTOR agrees to procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.
- C. CONTRACTOR agrees to procure and maintain a commercial general liability policy for the duration of the Agreement that shall be written in a comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons (other than CONTRACTOR'S employees) or damage to property of the AIRPORT or others arising out of any negligent act or omission of CONTRACTOR, its agents, officers, employees, or subcontractors in the performance of CONTRACTOR services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence.. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Certificates of Insurance satisfactory to the AIRPORT shall be filed with the AIRPORT prior to the time CONTRACTOR starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides the AIRPORT with the same notice required by the policy to be given the policy holder.
- D. CONTRACTOR shall also provide commercial general automobile insurance with a combined single limit coverage of not less than \$1,000,000 per accident. Additionally, the CONTRACTOR shall provide professional errors and omissions coverage protecting CONTRACTOR against negligent acts and omissions occurring in the course of providing the contracted services, which shall be not less than \$1,000,000 per claim. This E&O policy may be carried on a claims made basis.

ARTICLE IV - OWNERSHIP

- A. All information provided by the AIRPORT and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONTRACTOR or subcontractors without the prior written consent of AIRPORT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:
1. Within the public domain at the time of its disclosure.
 2. Required to be disclosed by a court of competent jurisdiction, Government order, or applicable statute.
 3. Approved by the AIRPORT for publicity.
 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
- B. All information used in compiling the CONTRACTOR's final approved work, research, final approved creative design, reports and other items of like kind prepared by the CONTRACTOR, its employees and CONTRACTORS, shall be the sole and exclusive property of AIRPORT, and AIRPORT shall own all intellectual property rights thereto. The CONTRACTOR may retain reproducible copies, hard copies and/or electronic files, of all of the foregoing documents for information and reference. The originals of all of the foregoing documents containing final approved work shall be delivered to AIRPORT promptly upon completion thereof.
- C. The AIRPORT has all right, title and interest in and to all files and other consulting deliverables provided to AIRPORT hereunder. CONTRACTOR shall retain all right, title and interest in and to any process, techniques, methods, data, data sources, trade secrets or any other intellectual property rights contained within such deliverables.

ARTICLE V – COMPENSATION/PAYMENT PROVISIONS

- A. For each assignment, AIRPORT shall pay CONTRACTOR according to an agreed upon Schedule of Fees and Expenses as outlined in Exhibit C. The fees and expenses shall not increase during the term of this AGREEMENT.
- B. During the course of the Agreement any scope changes anticipated by the CONTRACTOR shall immediately, and in writing, be brought to the attention of the AIRPORT along with an estimate of actual costs and impact to the task's schedule. The CONTRACTOR shall give the AIRPORT the opportunity to mitigate any and/or all impacts of the proposed scope of services changes. For potential scope of services changes initiated by the AIRPORT, the AIRPORT shall provide to the CONTRACTOR, in writing, the known details of the proposed scope of services change and the CONTRACTOR shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid without the written consent of AIRPORT.
- C. AIRPORT agrees to reimburse CONTRACTOR for all AIRPORT approved expenses incurred by CONTRACTOR and agreed upon by AIRPORT in connection with the performance of this Agreement. All invoices must have supporting documentation at the time invoices are submitted for payment. CONTRACTOR will make every effort to keep expenses at a minimum. No markup of expenses is allowed.
- D. CONTRACTOR will submit billings to the AIRPORT for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONTRACTOR and approved by the AIRPORT. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the AIRPORT.
- E. AIRPORT and CONTRACTOR will agree on tasks to be performed and CONTRACTOR will provide a cost estimate and schedule prior to the

commencement of work. Once AIRPORT and CONTRACTOR agree on the schedule and cost for performing such specific tasks, AIRPORT shall authorize the CONTRACTOR to perform the work.

- F. Final payment for a task shall not occur until all work is complete and approved by the AIRPORT.

ARTICLE VI - TERM

- A. This Agreement will commence as of the effective date and will continue for a term of one year, and may be renewed at the option of the AIRPORT for four additional one-year terms under the same provisions, upon acceptance by CONTRACTOR.

ARTICLE VII - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

- A. The CONTRACTOR shall not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written consent of AIRPORT. It is solely the CONTRACTOR's responsibility to ensure that any of the CONTRACTOR's permitted subcontractors perform in compliance with the terms of this Agreement.

ARTICLE VIII – THE CONTRACTOR HEREBY CERTIFIES THAT:

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONTRACTOR) to solicit or secure this Agreement.
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
- C. By acceptance of this Agreement, CONTRACTOR warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. CONTRACTOR further agrees by submitting this Agreement that it will include this clause without modification in any Agreement with an approved subcontractor.

ARTICLE IX - THE AIRPORT AGREES:

- A. To furnish all available information pertaining to the PROJECT available to the AIRPORT. All information shall be considered confidential unless otherwise noted.
- B. To pay the CONTRACTOR for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- C. AIRPORT may from time to time request modifications to the scope of work outlined in each task and will specify in detail the desired modification(s). If the requested changes can be implemented without additional time or resources and without affecting CONTRACTOR's ability to maintain the estimated task schedule, CONTRACTOR will implement the change at no additional cost to AIRPORT. Otherwise, CONTRACTOR will provide AIRPORT with a change document that includes (i) price change, (ii) estimated impact on project schedule, and (iii) revised description of the deliverables, including additional terms, conditions, or duties of AIRPORT.
- D. To indemnify and hold the CONTRACTOR harmless against AIRPORT'S negligent acts and errors.

ARTICLE X - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

- 1. That the right is reserved to the AIRPORT to terminate this Agreement or any portion or phase of this Agreement at any time, upon written notice, PROVIDED, however, that in such case the CONTRACTOR shall be paid the

reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue services (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the AIRPORT and become the property of the AIRPORT.

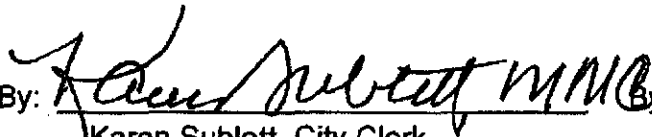
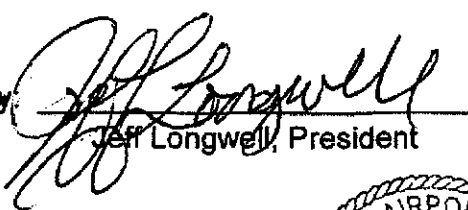
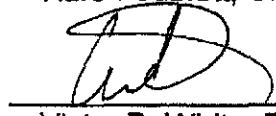
2. Any violation or breach of the terms of this Agreement on the part of the CONTRACTOR or subcontractor(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the AIRPORT may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate Agreement or otherwise, for the account and at the expense of the CONTRACTOR. The CONTRACTOR shall be liable to the AIRPORT for those costs associated with the remedy of the breach of terms.
- B. The rights and remedies of the AIRPORT provided herein are in addition to any other rights and remedies provided by law or under this Agreement.
 - C. That the deliverables shall become the property of the AIRPORT upon delivery or termination of the Services in accordance with this Agreement. There shall be no restriction or limitation on their further use by the AIRPORT. CONTRACTOR's logo and name shall not be reproduced on such documents if reused by the AIRPORT, unless CONTRACTOR agrees.
 - D. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
 - E. Neither the AIRPORT'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONTRACTOR under this

Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

F. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create for the public or any member thereof the status of a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

IN WITNESS WHEREOF, the AIRPORT and the CONTRACTOR have executed this Agreement as of the date first written herein.

WICHITA AIRPORT AUTHORITY, "AIRPORT"

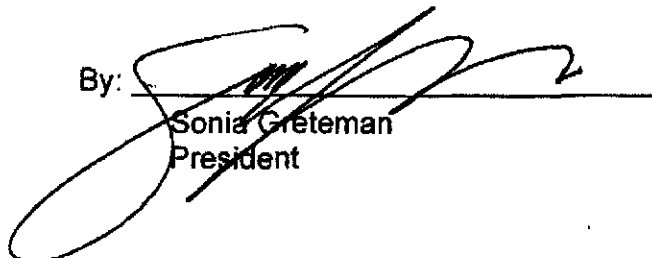
By:  Karen Sublett, City Clerk
By:  Jeff Longwell, President
By:  Victor D. White, Director of Airports



APPROVED AS TO FORM: 92224 pm
Date: 02/16/2016
Jennifer Magana, Director of Law

GRETEMAN GROUP, "CONTRACTOR"

Address: 1425 East Douglas
Wichita, KS 67211

By: 
Sonia Greteman
President

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Revised Non-discrimination and Equal Employment Opportunity/Affirmative Action Program
- Exhibit C - Rates and Expenses

EXHIBIT "A"

SCOPE OF SERVICES

The Airport is requesting certain marketing services necessary to implement the Airport's marketing initiatives which are focused on passenger/revenue development, with the goals of increasing air service, increasing passenger retention, improving the airport's image, and improving the customer experience. The following services, to be performed under the direction of the Director of Airports, will be required but not limited to:

1. Strategic planning
 - a. The firm must be skilled in developing creative strategies to address the needs of the airport, such as air service promotions, affinity-based strategies, reaching "leaked" passengers, etc.
2. Website management
 - a. The firm must be proficient in website design, analytics, and knowledgeable in WordPress to maintain the Airport's website.
3. Social media
 - a. The firm must be proficient in social media and stay current with the latest and most effective trends.
4. Digital marketing
 - a. The firm may develop a digital marketing strategy that integrates into the Airport's overall marketing plans.
5. Creative Design
 - a. The firm may be tasked with designing artwork and creative writing for billboards, banners, signs, print ads, TV, etc., for a variety of Airport promotions.
6. TV/Video production

- a. The firm may be tasked with producing videos and TV ads to promote the airport and/or its services

7. Contest Management

- a. The firm must be experienced with contest development, management and proficient in writing contest rules.

CONTRACTOR agrees to work with the AIRPORT's overall marketing team to plan and implement marketing strategies under the direction of the Director of Airports and Air Service & Business Development Manager.

CONTRACTOR understands that some work assignments may be done by other firms and marketing professionals.

EXHIBIT "B"

Revised 8-23-10

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the CONTRACTOR or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the CONTRACTOR, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The CONTRACTOR shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
2. In all solicitations or advertisements for employees, the CONTRACTOR shall

include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the CONTRACTOR shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
4. If the CONTRACTOR is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the CONTRACTOR shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The CONTRACTOR shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, CONTRACTOR or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, CONTRACTOR or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the

Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, CONTRACTOR or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, CONTRACTOR or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, CONTRACTOR or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, CONTRACTOR or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, CONTRACTOR, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, CONTRACTOR or subcontractor shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, CONTRACTOR or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the Department of Finance as stated above, the CONTRACTOR shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those CONTRACTORs, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, CONTRACTORs or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such CONTRACTOR, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT "C"

SCHEDULE OF FEES AND EXPENSES

All work will be done on a blended rate of \$135-150/hour. Fees are billed per estimate.

Estimates are based on 2 rounds of client revisions but CONTRACTOR will do what is necessary to create a satisfactory end product. If revisions become excessive a change order may be issued.

CONTRACTOR will bill work-to-date on a monthly basis. Partial payment requests may be made at intervals of not less than four weeks.

Invoices not paid within thirty days will be assessed a late fee of 1.5% per month.

There will be no markup of hard costs or subcontractor costs.

Meeting time will be included in project costs.

Greteman Group
1425 E. Douglas Avenue, 2nd Floor
Wichita, KS 67211-7211

December 20, 2016
BP640015

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated March 1, 2016, with your firm to provide **Airport Specific Marketing Services** {Commodity Code Number – 91501} (Formal Proposal – FP540084) for the Airport Authority, Administration Division of the City of Wichita. This is to be per your proposal and the specifications of January 7, 2016, and as approved by the City Council on March 1, 2016.

The renewal of this contract shall be for a one (1) year period, from **March 1, 2017 through February 28, 2018**, with options to renew under the same terms and conditions for three (3) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The Wichita Airport Authority and the City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as a Certificate Holder and also named as Additional Insureds.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the owner or sole proprietor of your company sign and return one copy of this letter to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/lk
Attachment

GRETEMAN GROUP

Signature

Print Name

Title (*Owner or Sole Proprietor*)

Telephone Number

Greteman Group
1425 E. Douglas Avenue, 2nd Floor
Wichita, KS 67211-7211

December 29, 2017
BP640015

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated March 1, 2016, with your firm to provide **Airport Specific Marketing Services** {Commodity Code Number – 91501} (Formal Proposal – FP540084) for the Airport Authority, Administration Division of the City of Wichita. This is to be per your proposal and the specifications of January 7, 2016, and as approved by the City Council on March 1, 2016.

The renewal of this contract shall be for a one (1) year period, from **March 1, 2018 through February 28, 2019**, with options to renew under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The Wichita Airport Authority and the City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as a Certificate Holder and also named as Additional Insureds.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the owner or sole proprietor of your company sign and return one copy of this letter to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/lk
Attachment

GRETEMAN GROUP

Signature

Print Name

Title (*Owner or Sole Proprietor*)

Telephone Number

Greteman Group
1425 E. Douglas Avenue, 2nd Floor
Wichita, KS 67211-7211

January 4, 2019
BP640015

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated March 1, 2016, with your firm to provide **Airport Specific Marketing Services** {Commodity Code Number – 91501} (Formal Proposal – FP540084) for the Airport Authority, Administration Division of the City of Wichita. This is to be per your proposal and the specifications of January 7, 2016, and as approved by the City Council on March 1, 2016.

The renewal of this contract shall be for a one (1) year period, from **March 1, 2019 through February 29, 2020**, with an option to renew under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The Wichita Airport Authority and the City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as a Certificate Holder and named as Additional Insureds.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the owner or sole proprietor of your company sign and return one copy of this letter to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/lk
Attachment

GRETEMAN GROUP

Signature

Print Name

Title (*Owner or Sole Proprietor*)

Telephone Number

Greteman Group
1425 E. Douglas Avenue, 2nd Floor
Wichita, KS 67211-7211

January 14, 2020
BP640015

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated March 1, 2016, with your firm to provide **Airport Specific Marketing Services** {Commodity Code Number – 91501} (Formal Proposal – FP540084) for the Airport Authority, Administration Division of the City of Wichita. This is to be per your proposal and the specifications of January 7, 2016, and as approved by the City Council on March 1, 2016.

The renewal of this contract shall be for a one (1) year period, from **March 1, 2020 through February 28, 2021**, by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The Wichita Airport Authority and the City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as a Certificate Holder and named as Additional Insureds.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the owner or sole proprietor of your company sign and return one copy of this letter to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/vc
Attachment

GRETEMAN GROUP

Signature

Print Name

Title (*Owner or Sole Proprietor*)

Telephone Number

AMENDMENT
for
AIRPORT SPECIFIC MARKETING SERVICES
CONTRACT 16640015 (former # BP640015)

THIS CONTRACT AMENDMENT is entered into this 8th day of December, 2020, by and between the **City of Wichita, Kansas**, a Municipal Corporation, hereinafter called "**CITY**", and **GRETEMAN GROUP, INC.**, 1425 E. Douglas Avenue 2nd Floor, Wichita, Kansas 67211, hereinafter called "**CONTRACTOR**".

WHEREAS, on the 1ST day of March, 2016, the above-named parties entered into a contract for **Airport Specific Marketing Services** for the **City of Wichita** as per Formal Proposal – FP540084 and its specifications of January 7, 2016, and as approved by the City Council on March 1, 2016; and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract, dated the 1st day of March, 2016, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change as approved by City Council on December 8, 2020:

Add a one year extension to the current contract, effective from March 1, 2021 through February 28, 2022, under the same terms by mutual agreement of both parties. This agreement will be subject to cancellation upon thirty (30) days written notice by the City of Wichita.


No Assignment. The services to be provided by the **VENDOR** under this contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

Incorporation. The attached **Exhibits A and B** are now mandatory addenda to all City Purchasing contracts. They are incorporated into this extension of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.

Third Party Exclusion. This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

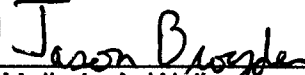
IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:




Jamie Buster
Deputy City Clerk



THE CITY OF WICHITA


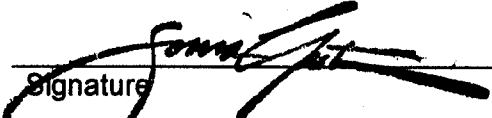
Melinda A. Walker
Purchasing Manager

APPROVED AS TO FORM:



Jennifer Magara
City Attorney & Director of Law

GRETEMAN GROUP, INC.



Signature
SONIA GRETEMAN

Print Signature Name
OWNER / PRESIDENT

Title (President or Corporate Officer)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for

any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.